



**CANADIAN HERITAGE  
REQUEST FOR PROPOSALS**

<b>Title</b>	All inclusive comprehensive preventative maintenance services for HVAC Equipment and Boilers for the Canadian Conservation Institute located at 1030 Innes Rd, Ottawa, ON K1B 4S7.
<b>Solicitation Number</b>	10230441
<b>Solicitation Date</b>	2023-09-07
<b>Solicitation closing date and time</b>	2023-10-05 14:00 EDT
<b>Contracting Authority</b>	Stéphanie Dupel Procurement Advisor 15 Eddy St., Gatineau, QC K1A 0M5 <a href="mailto:Contrats-contracting@pch.gc.ca">Contrats-contracting@pch.gc.ca</a>

**Proposal to Canadian Heritage**  
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

<b>Bidder's Legal Name and Address</b> (ensure the Bidder's complete legal name is properly set out)	
<b>Bidder MUST identify the name and title of the individual authorized to sign on behalf of the Bidder</b>	Name: Title:
<b>Telephone Number</b>	
<b>E-mail Address</b>	

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation.
2. This bid is valid for the period requested in the bid solicitation.
3. All the information provided in the bid is complete, true, and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 - Resulting contract clauses, included in the bid solicitation.

<b>Signature of Authorized Representative of the Bidder</b>	<b>Date</b>



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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- |          |  |
|----------|--|
| Part 1   | General Information: provides a general description of the requirement;  |
| Part 2   | Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;  |
| Part 3   | Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;  |
| Part 4   | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;<br><br>Attachment 1 to Part 4: Mandatory Criteria |
| Part 5   | Certifications and Additional Information: includes the certifications and additional information to be provided;<br><br>Attachment 1 to Part 5: Additional Information  |
| Part 6   | Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and  |
| Part 7   | Model Contract Clauses: includes the clauses and conditions and any annexes that will apply to any resulting contract.   |
| Annex A: | Statement of Work  |
| Annex B: | Basis of Payment   |
| Annex C: | Security Requirements Checklist  |



## 1.2 Summary

- 1.2.1 The Department of Canadian Heritage (PCH) requires the services of a Contractor to provide all-inclusive comprehensive maintenance services, for the HVAC Equipment and Boilers as identified in "Attachment 1 to Annex A". This includes the service calls that do not necessarily occur during regular scheduled maintenance visits and that may be required on a 24-hour basis for the Canadian Conservation Institute (CCI).
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 – Security and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.3 There is a mandatory site visit associated with this requirement where personnel security screening is required prior to gaining access to PROTECTED information, assets or sites. Consult Part 2 – Bidder Instructions.

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or virtual meeting, or in person.

## 1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Mandatory Requirements

Whenever the words “must” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

### 2.2 Standard Instructions, Clauses, and Conditions

All instructions, clauses, and conditions identified in the bid solicitation by number, date, and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses, and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2.1 Revisions to Standard Instructions 2003

Section 05 titled “Submission of bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its bid only to Canadian Heritage in accordance with the instructions outlined in article 2.3 below

Section 06 titled “Late bids”, the reference to “PWGSC” is hereby deleted and replaced with “Canadian Heritage”.

Section 07 titled “Delayed bids”, all references to “PWGSC” are hereby deleted and replaced with “Canadian Heritage”.

Section 08 titled “Transmission by facsimile or by Canada Post Corporations (CPC) Connect service” is deleted in its entirety and replaced with the following:

Section 08 Transmission by e-mail

Canadian Heritage (PCH) will only accept proposals transmitted via e-mail. Proposals transmitted via facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission of 25 MB or more. It is the responsibility of the Bidder to ensure that their complete proposal is delivered to PCH via e-mail by the specified date and time. Indicate the title of the Request for Proposal in the email subject field. The email address to transmit bids is: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

If it is necessary to transmit a proposal in more than one e-mail due to the e-mail size restrictions, the e-mails should cross reference each other (i.e., 1 of 3, 2 of 3, etc.). Bidders are encouraged to keep a confirmation that their e-mail was sent and delivered.

Section 20 titled “Further information”, paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.



### 2.3 Submission of Bids

PCH will only accept proposals by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Proposals transmitted by facsimile or mail to PCH will not be accepted.

Proposals must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the solicitation document.

### 2.4 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry and its response can be provided to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### 2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 1030 Innes Road, Ottawa ON K1B 4S7 on September 28, 2023. The site visit will begin at 10:00 EST in conference room 201 (PCH CONF CCI - 201 - 100 Pers/CCI-Rooms-Vans CONF PCH [conf-cci-201-100perscci-rooms-vans-conf@pch.gc.ca](mailto:conf-cci-201-100perscci-rooms-vans-conf@pch.gc.ca))

Bidders must communicate with the Contracting Authority no later than September 26<sup>th</sup>, 2023 at 14:00 EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:



- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Bidders should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Bidders should therefore act quickly when they want to challenge any aspect of the procurement process.

## **2.8 Terms and Conditions**

By submitting a bid, the Bidder hereby certifies compliance with, and acceptance of all the articles, clauses, terms, and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the Bidder, including deletions or additions to the articles, clauses, terms, and conditions contained or referenced in this RFP and/or SOW will render the bid non-responsive, and the bid will receive no further consideration.





## **PART 3 – BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

PCH will only accept bids by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Bids transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Bidder to ensure that their complete e-mail bid be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be cross referenced to each other. Bids that arrive after the specified date and time will not be accepted.

The Bid must be gathered per section and separated as follows:

Section I: Technical  
Section II: Financial  
Section III: Certifications  
Section IV: Additional Information

#### **Section I: Technical**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth each evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. Bids are evaluated solely on the evidence presented within the Technical Proposal, and the Bidder is responsible for ensuring that their Bid contains all the necessary information to complete the evaluation. To facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial**

Bidders are requested to submit their financial bid as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the Annex B.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

#### **Section III: Certification**

Bidders must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information**

Bidders must submit additional information as required under Attachment 1 to Part 5.



## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Bidders are encouraged to address the Technical Criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

##### **4.1.1.1 Mandatory Technical Criteria**

All bids will be evaluated to determine if the Mandatory Technical Criteria [detailed in Attachment 1 to Part 4](#) have been met. Bid that do not meet ALL Mandatory Technical Criteria will be declared non-responsive and their Proposal will be given no further consideration.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Bid price for evaluation purposes will be determined in accordance with Annex B.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### **4.3 Approvals**

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.



**ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA**

Bids will be evaluated in accordance with all the Mandatory Technical Criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by PCH, in order to demonstrate that each technical Mandatory Technical Criterion has been met. To assist with the evaluation process, Bidders are asked to complete the table below, indicating where in its proposal the information responding to each criterion can be located. Bids that fail to meet all Mandatory Technical Criteria will be declared non-responsive, and the bid will receive no further consideration.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written Proposal.

Number	Qualification	Met or Not Met	Cross-Reference to proposal
M1	<p><b><u>Personnel Experience</u></b></p> <p>The Bidder must provide a list of all service personnel carrying out the work, including apprentices by filling out Attachment 2 to Part 4. A detailed CV for each member of the personnel who will be accessing the site on a regular basis should be included. The Bidder must also demonstrate that all service personnel are in possession of a valid licence/certification or have obtained training for the specific work they will be performing (as listed below):</p> <ol style="list-style-type: none"> <li>1. Ozone Depletion Prevention Card;</li> <li>2. Refrigeration and Air Conditioning Systems Mechanic - 313A</li> <li>3. Province of Ontario Gas Technician G1</li> </ol>		
M2	<p><b><u>Bidder's Experience</u></b></p> <p>The Bidder must demonstrate that it has completed two (2) past projects similar in scope and complexity to the Work described in the Statement of Work found in Annex A with a minimum three (3) year duration. The Bidder must provide project descriptions in Attachment 3 to Part 4 which include the following:</p> <ul style="list-style-type: none"> <li>- Name of client</li> <li>- Building Location / address</li> <li>- Description of equipment serviced and type of service rendered</li> <li>- Start and End Date of the contract</li> <li>- Client contact name, phone number and email (for validation purposes only).</li> </ul>		



**ATTACHMENT 2 TO PART 4 - LIST OF ALL SERVICE PERSONNEL (INCLUDING APPRENTICES)**

Every employee servicing the Canadian Conservation Institute, located at 1030 Innes Road in Ottawa, must appear on this list which will be updated on an annual basis, if necessary. Please attach a copy of a recent CV as well as their certifications as listed below.

Employee Name: \_\_\_\_\_

Date of Birth (DOB): \_\_\_\_\_

Security Screening Number (With the Canada Security Program- CSP): \_\_\_\_\_

CV :

Ozone Depletion Prevention Card;

Refrigeration and Air Conditioning Systems Mechanic - 313A:

Province of Ontario Gas Technician G1:

Apprentice who is fully registered in a Refrigeration Tradesman Program?: YES NO (If yes please attach copy of card as confirmation)

Employee Name: \_\_\_\_\_

Date of Birth (DOB): \_\_\_\_\_

Security Screening Number (With the Canada Security Program- CSP): \_\_\_\_\_

CV :

Ozone Depletion Prevention Card;

Refrigeration and Air Conditioning Systems Mechanic - 313A:

Province of Ontario Gas Technician G1:

Apprentice who is fully registered in a Refrigeration Tradesman Program?: YES NO (If yes please attach copy of card as confirmation)



**ATTACHMENT 3 TO PART 4 - BIDDER'S EXPERIENCE**

The Bidder must demonstrate that it has completed two (2) past projects similar in scope and complexity to the work described with a minimum three (3) year duration. The Bidder must provide project descriptions in which include the following:

**PROJECT 1:**

Name of client: \_\_\_\_\_

Building Location / address: \_\_\_\_\_

Start and End Date of the contract: \_\_\_\_\_

Client contact name, phone number and email (for validation purposes only).

Contact name: \_\_\_\_\_

Phone number: \_\_\_\_\_ - \_\_\_\_\_

E-mail address; \_\_\_\_\_

Description of equipment serviced and type of service rendered:

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information prior to being awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during any resulting contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under any resulting Contract.

### 5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), for their Proposal to be given further consideration in the procurement process.

**Instruction to Bidders:** if applicable, complete the [Integrity declaration form - Government of Canada's Integrity Regime - Accountability - PSPC \(tps-gc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) and send it to the PWGSC Departmental Oversight Branch. Further instructions are available on the site itself.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive and no further consideration will be given.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

**Instruction to bidders:** Complete the [List of names for integrity verification form - Government of Canada's Integrity regime - Accountability - PSPC \(tps-gc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) and submit it with your bid

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/employment-social-development) website.



Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

### 5.2.3 Former Public Servant

**Instruction to bidders:** Complete Attachment 1 to Part 5 and submit it with your bid.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive and no further consideration will be given.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).





### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in any resulting contract.

**Instruction to bidders:** Complete Attachment 1 to Part 5 and submit it with your bid.



**ATTACHMENT 1 TO PART 5 – ADDITIONAL INFORMATION**

The following additional information is required with the bid. Bidders must complete it and submit it with their bid.

<p><b>Bidder’s Operational Name</b> (If different from Legal Name specified on page 1 of this document)</p>	
<p><b>Bidder’s <u>Business Number</u></b></p>	
<p><b>Bidder’s GST/HST/QST/other Tax Number</b></p>	
<p><b>Tax rate to be charged on the resulting contract</b></p>	<p>Specify percentage _____ %</p>
<p><b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)</p>	
<p><b>Former Public Servant</b>  (See full certification in Part 5, article 5.2.3)</p>	<p>1) Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, provide the information required in the Article in Part 5 entitled “Former Public Servant”</p> <p>2) Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?  Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”</p>
<p><b>Integrity Provisions – Declaration</b>  (See full text in Part 5, articles 5.1.1)</p>	<p><b>Integrity Declaration Form</b> An Integrity declaration form must be submitted when one or more of the following conditions apply:</p> <ol style="list-style-type: none"> <li>1. the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <i>Ineligibility and Suspension Policy</i> (the “policy”); and/or</li> <li>2. the supplier has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or</li> <li>3. one of the supplier’s affiliates has, in the past three years, been convicted of one of the offences listed in the policy,</li> </ol>



	<p>or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the offences listed in the policy; and/or</p> <p>4. the supplier is unable to provide any of the certifications required by the <a href="#">Integrity provisions</a></p> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>
<p><b>Integrity Provisions – Required Documentation</b></p> <p>(See full text in Part 5, articles 5.2.1)</p>	<p><b>List of names for integrity verification form</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners' names</li> <li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <a href="#">form</a> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p>
<p><b>Status and Availability of Resources</b></p>	<p>The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> <p>If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide</p>



	<p>a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her/their availability. Failure to comply with the request may result in the bid being declared non-responsive and no further consideration will be given.</p>
<p><b>Security Clearance of the Bidder</b></p> <p>Bidder (Company) name and full address as they appear on the security clearance application</p>	
<p><b>Security Clearance Granted</b></p> <p>(Select those which apply and provide file number/level)</p>	<p>Designated Organization Screening (DOS) <input type="checkbox"/></p> <p>File Number: _____</p> <p>Expiry Date: _____</p> <p>Facility Security Clearance (FSC) <input type="checkbox"/></p> <p>File Number: _____</p> <p>Expiry Date: _____</p> <p>Document Safeguarding Capability (DSC) <input type="checkbox"/></p> <p>Level: _____</p> <p>Expiry Date: _____</p>
<p><b>Security Clearance Level of Bidder's Proposed Resources</b> <i>[add additional resources on another page, if required]</i></p> <p>Include the following information:</p> <ol style="list-style-type: none"> <li>1. Name of Individual as it appears on security clearance application:</li> <li>2. Level of security clearance obtained and expiry date:</li> <li>3. Security Screening Certificate and Briefing Form file number</li> <li>4. Name of Department from which security clearance was obtained</li> </ol>	
<p><b>Signature of Authorized Representative of the Bidder</b></p>	
<p><b>Date</b></p>	



## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

- 6.1.1 At the date of bid closing, the following conditions must be met:
- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 6.1.3 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



## PART 7 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the solicitation.

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

[2010C](#) (2022-12-01), General Conditions –services (medium complexity), apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

##### **4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

### 7.3 Security Requirements

The following security requirements (SRCL and related clauses) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) and confirmed by PCH.
2. The contractor/offeror personnel requiring access to sensitive work site(s) must **each** hold a valid **RELIABILITY STATUS**, granted or approved by Canadian Heritage (PCH)
3. Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of PCH
4. The contractor/offeror must comply with the provisions of the Security Requirements Check List.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from February 1st, 2024, to April 30, 2025, inclusive.

#### 7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Stéphanie Dupel  
Procurement Advisor  
Contracting and Materiel Management  
Chief Financial Officer Branch  
Department of Canadian Heritage / Government of Canada

E-mail address: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **7.5.2 Project Authority**

The Project Authority for the Contract is:

*(To be provided at time of Contract award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.5.3 Technical Authority**

The Technical Authority for the Contract is:

*(To be provided at time of Contract award)*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.5.4 Contractor's Representative**

*(to be completed at contract award)*

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be



reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## **7.7 Payment**

### **7.7.1 Basis of Payment - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.7.2 Method of Payment – Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### **7.7.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): Direct Deposit (Domestic and International).

## **7.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



### 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules;
- c) the general conditions 2010C (2022-12-01), General Conditions –services (medium complexity), apply to and form part of the Contract;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) the Contractor's bid dated \_\_\_\_\_, *(to be completed at contract award)*

### 7.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

### 7.14 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

### 7.15 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR



technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.



## ANNEX A – STATEMENT OF WORK

### 1. Title

All inclusive comprehensive preventative maintenance services for heating, ventilation, air conditioning (HVAC) Equipment and Boilers for the Canadian Conservation Institute (CCI) located at 1030 Innes Rd, Ottawa, ON K1B 4S7.

### 2. Background

#### 2.1 Objective

The Department of Canadian Heritage (PCH) requires the services of a Contractor to provide all-inclusive comprehensive maintenance services, for the HVAC Equipment and Boilers as identified in “Attachment 1 to Annex A”. This includes the service calls that do not necessarily occur during regular scheduled maintenance visits and that may be required on a 24-hour basis for the CCI.

#### 2.2 Context

The Workspace Transformation, Real Property and Accommodations team at Canadian Heritage, manages the operations and maintenance of the building systems and related equipment on a 24/7 basis, associated with heating, ventilation, air conditioning (HVAC) systems, solar, water and plumbing at CCI as well other building emergencies and facilities management operations.

The Equipment List at Attachment 1 to Annex “A” lists all of the equipment to be serviced by the Contractor as well as PCH’s and the Contractor’s responsibilities in regard to maintaining the equipment. A portion of the refrigeration equipment utilizes R-22 refrigerant. R-22 refrigerant is an HCFC (hydrochlorofluorocarbons) refrigerant which is presently being phased out due to its ozone depleting potential.

### 3 Requirements

All work must be pre-authorized by the Project Authority prior to commencing.

#### 3.1 Scope

The Contractor will:

- Provide maintenance on the HVAC equipment and boilers listed in “Attachment 1 to Annex A” for the Canadian Conservation Institute;
- Provide labour for all inspections, leak testing, cleaning, lubrication, maintenance, and repairs on the HVAC equipment and boilers listed in “Attachment 1 to Annex A”. All replacement parts and components such as heat transfer media (e.g., glycol), refrigerant, all related piping, valves, pumps, and associated electrical controls (including motor starters). The cost of these replacement parts and components shall be included in the firm all-inclusive monthly costs as outlined in the Basis of Payment at Annex B;
- Repairs or replacement parts shall be new, or manufacturer warranted "as new" rebuilt (with Technical Authority's approval). The Contractor must have access at all times to sufficient stock to ensure immediate repairs of any component which would render the system out of service or inaccessible to operator interaction for the entire duration of the Contract;
- All equipment shall be inspected monthly or more frequently if found necessary to provide trouble free operation of the equipment as detailed in “Attachment 1 to Annex A”;



- Cleaning, inspecting, and testing on variable speed drives (VSDs) (or variable frequency drives) shall be completed annually as per manufacturers' specifications;
- Conduct periodic tests of the Control System where applicable, to ensure all circuits and settings are properly adjusted to suit requirements of the design capabilities of the system as originally furnished by the manufacturer. The frequency of testing Controls will be according to manufacturers' specifications;
- Inform the Technical Authority in writing within 24 hours of necessary repairs not included herein. The Contractor may or may not be called upon to affect these repairs outside of this contract;
- Maintain the equipment at its original performance level to provide conditions within the range required by this system or as otherwise specified by the Technical Authority. The performance of the work required shall provide for operation of the complete system based on original design or subsequent approved design modifications and shall be as recommended by the manufacturers;
- Produce a detailed comprehensive maintenance service plan specific to the equipment identified in Attachment 1 to Annex "A". The plan must outline all tasks, procedures, all maintenance routines, and frequencies to meet or exceed manufacturers' recommendations. The plan must clearly identify which tasks are performed annually, semi-annually, quarterly, or monthly;
- Maintenance plan shall contain and reflect the manufacturer's recommended maintenance and all the requirements outlined in the contract. The proposed maintenance plan shall be reviewed by the Technical Authority in consultation with its Contractor's Representative and may require revisions. Any such changes shall be considered as part of this contract. The plan must fully list all operating inspections, maintenance schedules and tests necessary to maximize equipment's longevity and ensure the optimum level of performance over the full operating lifecycle of the equipment. The comprehensive maintenance service plan shall be submitted to the Technical Authority in the Microsoft Office format within 30 calendar days after the start of the contract;
- Quarterly inspections will be conducted by the Technical Authority and the Contractor's Representative. Work will be monitored as described for each piece of equipment listed in Attachment 1 to Annex "A";
- Notify the Technical Authority in writing of any malfunction of equipment within twenty-four (24) hours. The report shall detail all work completed, work outstanding with the reasons and estimated time frame for completion;
- Any issues or problems noted by the Contractor during scheduled maintenance shall be communicated immediately (before the end of the service call) to the Technical Authority. Should the Technical Authority not be available, they shall inform operating staff immediately and follow-up with a written report (via e-mail) to the Technical Authority.
- Notify the Technical Authority in writing within twenty-four (24) hours of any malfunction of equipment or systems related to, but not part of the contract which could adversely affect the reliability or cause damage to the system components identified in Attachment 1 to Annex "A";
- Complete service report card outlining all services performed on the equipment shall be enclosed in a clear vinyl envelope (to be provided by the Contractor) and affixed safely to the



equipment. These report cards are to remain with the equipment for the duration of the contact and are to be turned over to the Technical Authority upon contract completion;

- A signed written service report shall be completed at each regular maintenance visit attesting that maintenance was performed as per the Maintenance Schedule and must be left on site with the Technical Authority;
- Sign CCI's maintenance report upon each visit. The Contractor must complete CCI's "Substances Impoverishing the Ozone Layer form" after every intervention on the refrigeration circuit;
- Attestation of maintenance as per the Maintenance Schedule including any recommendations and/or comments shall be submitted with the monthly invoice to the attention of the Technical Authority.

### **3.2 Resources Required**

All service personnel employed by the Contractor to carry out work must be in possession of valid licenses, certificates or training, as detailed below, for the work they are performing.

1. Ozone Depletion Prevention Card
2. Refrigeration and Air Conditioning Systems Mechanic - 313A
3. Training on Variable Speed Drives (VSD) or Variable Frequency Drives (VFD)

The Contractor must maintain sufficient back-up personnel to provide uninterrupted service as required by the contract.

All Refrigeration apprentices employed by the Contractor must be fully registered in a Refrigeration Tradesman Program, and work under the direction of Licensed or Certified Technician.

All other apprentices employed by the Contractor are to work under the direction of a Licensed or Certified Technician in the field in which they are apprenticing.

## **4. Constraints**

### **4.1 Travel Requirements**

There are no travel requirements associated with the work. The Contractor shall not be reimbursed for any travel or vehicle fees associated with the services.

### **4.2 Work Location and Access Restrictions**

Canadian Conservation Institute: 1030 Innes Road, Ottawa, ON, K1B 4S7

### **4.3 Contractor considerations:**

- Valid security clearance (Minimum- Reliability) must be obtained and confirmed before entry to the building;
- The Contractor will maintain compliance of site procedures regarding potential hazardous work locations and situations. Given the nature of this scientific facility, there are a number of materials that require specific precautions that are present at the project site (including but not limited to



asbestos) and a list of all designated substances that are present at the site can be provided to the contractor at their request;

- Unless otherwise directed, preventive maintenance will be performed during regular working hours, Monday thru Friday, 7:00 am to 3:00 pm EST hours excluding Statutory Holidays. The Contractor must provide the Technical Authority at least one (1) business day of notice before visiting the site;
- Service calls:
  - During normal working hours (7:00 am to 3:00 pm EST) Monday to Friday. Service calls shall be acknowledged within one (1) hour and qualified personnel shall be dispatched according to an agreed upon timeframe with the Technical Authority.
  - Service calls that take place during off hours (3:00 pm to 7:00 am EST), weekends and Statutory Holidays, the Contractor's qualified personnel must be on-site at the CCI location within two (2) hours of the call;
  - Urgent or emergency requests, where equipment and property could be irreversibly damaged if not serviced immediately must be addressed within two (2) hours from the initial service call.
- The Contractor will maintain an uninterrupted communication service 24/7 in the event of unexpected service requirements or equipment failures. The Contractor must ensure it has a dispatch service in place to ensure calls are responded to in accordance with the timeframes specified above.

## 5. Other

Contractor will comply with the following:

- Ensure compliance to the National Building Code, as well as other guidelines and standards applicable to the performance of the Work under this Contract.
- Comply with all standing orders or other regulations relating to Occupational Health and Safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.
- Apply all Federal and Provincial safety codes shall be adhered to.
- Wear proper personal protective gear for the service call.
- All work must comply with any other applicable Federal or Provincial regulations.
- Workmanship must be of the highest quality and must meet all industry standards.
- Worksite must be kept clean and neat and upon project completion the workplace area must be clean, free of post construction materials and returned to original integrity.
- All employees shall have current trade certifications and the required minimum training.
- All new materials shall be installed in accordance with manufacturer's specifications, engineering standards, building codes, and best practices.
- Conform to all applicable environmental laws and regulations in effect, including Federal Halocarbon Regulations.



- Complete leak test on all refrigeration systems shall be performed bi-annually and repairs as required. Units shall then be tagged leak free.
- Take the necessary measures to avoid oil spills or damage by providing protection such as plywood or plastic under the equipment during service operations.
- In the event of an accidental spill (oil, glycol, gas and water treatment chemicals) the Contractor shall notify the Technical Authority immediately so that remedial action can be undertaken.



**ATTACHMENT 1 TO ANNEX A**

*Please refer to the separate PDF document entitled Attachment 1 to Appendix A - Equipment list*



## ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra.

### A. Professional Fees/Firm all-inclusive Prices

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

#### A1.1 Initial Contract Period: February 1, 2024 to April 30, 2025

Bidders must use the following format when submitting their financial proposal:

PERIOD	Quantity (Months)	FIRM MONTHLY RATE	TOTAL PRICE PER YEAR
Initial period: February 1st, 2024, to April 30, 2025	15		
<b>TOTAL FOR INITIAL PERIOD:</b>			

#### A1.2 Option Periods

This section is only applicable if the options to extend the Contract are exercised by Canada.

During the extended period(s) of the Contract, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

##### A1.2.1- Options to Extend the Term of the Contract

This section is only applicable if the options to extend the Contract is exercised by Canada.

PERIOD	Quantity (Months)	FIRM MONTHLY RATE	FIRM PRICE PER YEAR
Option Year 1 May 1 <sup>st</sup> , 2025, to April 30, 2026	12		
Option Year 2 May 1st, 2026, to April 30, 2027	12		
Option Year 3 May 1st, 2027, to April 30, 2028	12		
Option Year 4 May 1st, 2028, to April 30, 2029	12		
Option Year 5 May 1st, 2029, to April 30, 2030	12		
<b>TOTAL FOR OPTION PERIODS:</b>			



**ANNEX C- SECURITY REQUIREMENTS CHECKLIST**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité PCH 3 Clause 2324-84

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	PCH	
2. Branch or Directorate / Direction générale ou Direction	Workspace Transformation, Real Property and Accommodations	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail HVAC services for the equipment requiring maintenance at the Canadian Conservation Institute		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Etranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / A ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED Information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC Information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

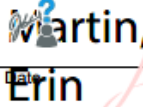


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Gouvernement du Canada

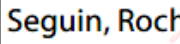
Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) Erin Martin	Title - Titre Project Officer	Signature 	Date Date: 2023.03.13 15:27:25 -04'00'
Telephone No. - N° de téléphone 613-341-6902	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel erin.martin@pch.gc.ca	

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Louise Verreault Roch Seguin	Title - Titre Contractual security	Signature 	Date Date: 2023.05.17 13:51:17 -04'00'
Telephone No. - N° de téléphone 819-210-0148343-550-3930	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel louise.verreault@pch.gc.ca	Date 17 Mai 2023

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non     Yes / Oui

roch.seguin@pch.gc.ca

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date